

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2020-54-T**

**Application of Applicant Luxury Movers
Moving Company, LLC for a Class E
(Household Goods) Certificate of Public
Convenience and Necessity for Operation of
Motor Vehicle Carrier**

**PREFILED DIRECT
TESTIMONY
OF MAURICE GILLIAM**

Q. Please state your name, employer, and business address.

A. My names is Maurice Gilliam. Darius Frazier and I are the owners and members of Applicant, Luxury Movers Moving Company, LLC (“Applicant” or “Luxury Movers”), located at 178 Sage Palm Dr., Myrtle Beach, South Carolina (29579).

Q. What is the purpose of your testimony?

A. I am testifying in support of Luxury Movers’ Application for a Class E Certificate of Public Convenience and Necessity with statewide authority.

Q. Is Luxury Movers organized to transact business in the State of South Carolina?

A. Yes, Luxury Movers is a South Carolina Limited Liability Company established on April 20, 2019. A copy of a certificate of existence is attached to my testimony as Exhibit A.

Q. How did you become associated with Luxury Movers?

A. I am the organizer and a member of Luxury Movers.

Q. Please tell the Commission about your education and work history?

A. I have a Bachelor of Science in Business Administration with a focus in management from Coastal Carolina University. I used to work for Two Men and a Truck in high school. After graduating college, I became the manager at Habitat for Humanity of Horry County ReStore.

1 While working there, I picked up donated items from homes, scheduled pickups, organized our
2 showroom, and was in charge of 15 employees.

3 Darius has a Bachelor of Science in Recreation & Sport Management with a minor in
4 Business Administration from Coastal Carolina University. In high school, and in his first year of
5 his undergraduate studies, he worked for Two Men and a Truck. After graduating college, Darius
6 worked full-time for Horry County's Habitat for Humanity ReStore as the Donation Acquisition
7 Supervisor. While working for Habitat for Humanity ReStore, he supervised all truck drivers,
8 scheduled pickups, organized the truck routes, and assisted with picking up donated items from
9 homes and area businesses.

10 **Q. Please describe the services Luxury Movers wants to provide.**

11 **A.** We will provide all services associated with household goods moving such as packing,
12 unpacking, and physical labor.

13 **Q. Do you have any experience providing moving services?**

14 **A.** As I said, I used to work for Two Men and a Truck in high school. I also managed
15 Habitat for Humanity of Horry County ReStore where we picked up donated furniture from
16 donor homes. Darius- worked for Two Men and a Truck. and worked as a supervisor at Habitat
17 for Humanity of Horry County ReStore, where he performed dispatch services for the trucks and
18 picked up donated furniture from homes within Horry County.

19 **Q. How many employees will Luxury Movers have?**

20 **A.** Luxury Movers will initially have four employees.

21

1 **Q. How will you train your employees?**

2 **A.** All employees will be trained via online training modules initially. Next, we will teach
3 employees how to properly wrap, maneuver, and safely transport items in-house. Last,
4 employees will receive on-the-job training with periodic feedback.

5 **Q. Does Luxury Movers own or lease any vehicles?**

6 **A.** Yes, we just purchased a 2013 26 ft. Freightliner Box Truck

7 **Q. Will Luxury Movers be insured?**

8 **A.** Yes, quotes for cargo and liability insurance are attached to Luxury Movers' application.

9 **Q. Has Luxury Movers submitted a tariff?**

10 **A.** A tariff is attached as Exhibit B.

11 **Q. How will you quote the cost of a move to a customer?**

12 **A.** Luxury Movers will only provide an estimated cost of a move, not a fixed price. Our
13 quotes are based upon the number of movers, estimated hours, and what clients convey they need
14 moved. On-site estimates will always be performed.

15 **Q. Does Luxury Movers have a Bill of Lading?**

16 **A.** Yes, a Bill of Lading is attached as Exhibit C.

17 **Q. Will Luxury Movers provide a Bill of Lading for each move it conducts?**

18 **A.** Yes.

19 **Q. Why do you believe there is a need for Luxury Movers' services in South Carolina?**

20 **A.** People need to the services of good moving companies. The United States Census
21 Bureau estimates South Carolina grew by 9.9% to over 5 million people between April 1, 2010
22 and July 1, 2018. See U.S. Census Bureau Quick Facts, South Carolina,
23 www.census.gov/quickfacts/sc. COVID 19 will not change the growth in our state's population.

1 Half of the state's growth came from Horry, Greenville, York, and Berkeley counties.¹ The
2 Myrtle Beach area, where Luxury Movers is based, was the second fastest growing metro area in
3 the country in 2019. When the nation emerges from the current COVID-19 crisis, and the
4 population's movement is no longer constrained, there will be pent up demand for moving
5 services, and Luxury Movers will be ready, willing, and able to meet it.

6 **Q. How will Luxury Movers reach its customers?**

7 **A.** We initially plan to market Luxury Movers with social media, Google, Yelp, and word of
8 mouth.

9 **Q. Is Luxury Movers financially able to provide service to the public?**

10 **A.** Yes. As shown on our application, Luxury Movers is financially viable.

11 **Q. Are there any outstanding court orders or judgments against Luxury Movers or**
12 **you, personally?**

13 **A.** No.

14 **Q. Are you aware of any complaints filed against Luxury Movers or you with the**
15 **Better Business Bureau, the Chamber of Commerce, or any state or municipal court or**
16 **agency?**

17 **A.** No.

18 **Q. Have you, or Luxury Movers, ever been convicted of a crime?**

19 **A.** No.

20 **Q. Are you familiar with, and do you agree to comply with, the statutes and regulations**
21 **that govern the operation of intrastate household goods movers in South Carolina?**

¹ "Charleston region population passes 800,000 while Myrtle Beach leads coastal growth" *The Post and Courier*, March 26, 2020, https://www.postandcourier.com/business/real_estate/charleston-region-population-passes-800-000-while-myrtle-beach-leads-coastal-growth/article_f33cd7fc-6e9b-11ea-a2c0-2f885f81951a.html.

1 A. Yes, and Luxury Movers will comply with them.

2 **Q. Have you published a notice of Luxury Movers' application?**

3 A. Yes. A notice of the application was published in *The Post and Courier* newspaper on
4 February 21, 2020 and an affidavit of publication has been filed with the Commission.

5 **Q. What is Luxury Movers' plan for the next five years?**

6 A. Luxury Movers will look to expand its fleet size over the next 5 years to reach more
7 clients. While doing so, we will need to hire more employees to keep up with demand. As the
8 business grows, we will also look to expand to neighboring states.

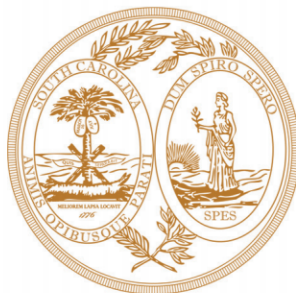
9 **Q. Does this conclude your testimony?**

10 A. Yes.

EXHIBIT A

(Certificate of Existence)

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

Luxury Movers Moving Company LLC, a limited liability company duly organized under the laws of the State of South Carolina on May 12th, 2019, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 16th day
of April, 2020.


Mark Hammond, Secretary of State

EXHIBIT B

(Tariff)

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Luxury Movers Moving Company, LLC. These services are furnished between points and places statewide.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The mileage starts when the movers leave the Luxury Movers Moving Company, LLC office location, and includes the movers estimated return time to the office location.

Number of Movers

Hourly Rate

Two Men	\$85.00
Three Men	\$115.00
Four Men	\$145.00
Each Additional Man	\$30.00 per man/per hour

70 Miles Round Trip

Local: Truck Fee \$100

71 + Miles Round Trip

Non-Local: Truck Fee \$100 + \$3/Mile will be charged to all mileage over 70 miles. Google Maps will be used to determine incurred mileage.

1.2 Office Hours / Minimum Hourly Charges:

Luxury Movers Moving Company, LLC will operate Monday – Sunday from 7:00 a.m. to 9:00 p.m.

Monday- Sunday	Two-Hour Minimum Charge
Recognized Federal Holidays	Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in thirty-minute increments. Any interim charge is rounded up to the next thirty-minute increment. If customers cancel within 24 hours of their move, Luxury Movers Moving Company, LLC will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Pool Tables- \$300
- Steel Gun Cabinet (in excess of 400 lbs.) - \$300
- Hot Tubs, Whirlpools - \$300
- Golf Carts \$300

2.2 Elevator or Stair Carry

Luxury Movers Moving Company, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Luxury Movers Moving Company, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Luxury Movers Moving Company, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop if it is within our local parameters as specified in section 1.1. If the additional stops go pass the local parameters, then additional fees (\$3/Mile) will occur.

2.5 Packing and Unpacking

2.5.1 Luxury Movers Moving Company, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 Luxury Movers Moving Company, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Luxury Movers Moving Company, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

Luxury Movers Moving Company, LLC will not move pianos.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Luxury Movers Moving Company, LLC.

2.9 Storage Fee

Luxury Movers Moving Company, LLC will charge \$100 per truck per day if items cannot be delivered on the same day.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimants must notify the carrier of all claims for concealed damage within 96 hours of the move. Luxury Movers Moving Company, LLC must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Luxury Movers Moving Company, LLC reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Luxury Movers Moving Company, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Luxury Movers Moving Company, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Luxury Movers Moving Company, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Luxury Movers Moving Company, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Luxury Movers Moving Company, LLC will not accept responsibility for safe delivery of such articles if they come into Luxury Movers Moving Company, LLC's possession with or without Luxury Movers Moving Company, LLC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Luxury Movers Moving Company, LLC Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Luxury Movers Moving Company, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

Luxury Movers Moving Company, LLC will not have any promotions.

EXHIBIT C

(Bill of Lading)

Certificate # _____

INVOICE DETAILS

Luxury Movers Moving Company, LLC
Myrtle Beach, SC 29579
(843) 246-2097
Luxurymovers@yahoo.com
www.luxurymoversmovingcompany.com

Luxury Movers**Moving Company**

DATE: _____

INVOICE NO. _____

Customer Information

Client Name: _____
Address: _____
Phone: _____
Email: _____

Cost Breakdown

Service	# of Trucks	# of Men	Hours (min of 2 hrs)	Rate
Labor Only				
Full Service				

Move Locations:

Move From: _____

Start Time: _____

Move To: _____

End Time: _____

DESCRIPTION	QTY

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER AND TARIFF. ALL TERMS PRINTED OR STAMPED HEREON, SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING _____, THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE .60 PER POUND PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED _____
SHIPPER DATE

MILEAGE _____

MATERIALS _____

HOURS WORKED _____

SERVICE RATE: _____

BALANCE DUE :

Signature _____

PAID